

# Exhibit 1

Case Number: D17CI220000103

Transaction ID: 0018717342

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## IN THE DISTRICT COURT OF YORK COUNTY, NEBRASKA

CENTRAL VALLEY AG	)	Case No. CI 22-103
COOPERATIVE, a Nebraska	)	
Cooperative Corporation,	)	
	)	
Plaintiff,	)	<b>AMENDED COMPLAINT</b>
	)	
v.	)	
	)	
SHAUN GUTHMILLER and	)	
RYAN GUTHMILLER,	)	
	)	
Defendants.	)	

COMES NOW the Plaintiff, Central Valley Ag Cooperative (“CVA”), and for its claims against the Defendants, Shaun Guthmiller and Ryan Guthmiller (hereinafter jointly referred to “Guthmillers”), states and alleges as follows:

1. CVA is a cooperative corporation organized and existing under the laws of the State of Nebraska, with its principal place of business in York, York County, Nebraska. CVA is engaged in the business of buying, selling, processing, using commercially and handling grain as a merchant.

2. Shaun Guthmiller and Ryan Guthmiller are individuals residing at 1700 John Street, Yankton, South Dakota 57078, and at all times relevant were engaged in agricultural production and farming activities. Guthmillers have significant experience in growing, marketing and selling grain, including corn and soybeans, and at all times relevant each was a merchant in the sale of his crops to CVA. As a merchants in the sale of their crops, Guthmillers had significant experience in commercial grain trading and grain contract terms during all relevant times and personally made all decisions regarding pricing, contract type, and terms related to the sale of grain to CVA.

3. Guthmillers and CVA have been engaged in a business relationship consisting of CVA and Guthmillers entering into numerous grain contracts for the sale of grain to CVA. Guthmillers have performed on some grain contracts, but have failed to perform and are in breach of the terms of numerous grain contracts. Upon information and belief, Guthmillers acted as contracting agents for each other whereby one of them would authorize the other to offer grain owned by them, either jointly or separately, for sale to CVA. Consistent with this arrangement, oftentimes

Shaun Guthmiller would contract for the sale of grain to CVA while communicating that he received consent from Ryan Guthmiller to contract for the sale. At other times Guthmillers would request their names be switched on existing contracts. Shaun Guthmiller's communications with CVA often referenced Ryan Guthmiller and indicate the two of them were acting in concert with respect to decisions to sale grain under contract with CVA. Guthmillers developed a pattern of contracting with CVA in this manner over the course of years.

4. Guthmillers requested each of the contracts described below and are jointly and severally liable to CVA for the damages resulting from their contract breaches as further described herein. Upon information and belief, Guthmillers were partners or joint operators in their farming operation at the time the contracts described below were originally requested by them. The grain which was the subject of the contracts described below was jointly owned and produced by them.

5. In early June, 2022, for the first time, Shaun Guthmiller described changes to their farming operations whereby Shaun Guthmiller no longer owned much grain, but had put most of the grain contracts in his name. Shaun Guthmiller also asserted to CVA, that Ryan Guthmiller was refusing to deliver grain under contacts in Shaun Guthmiller's name which was a change from past practices. Additionally, upon information and belief and specifically, based upon statements made to CVA and another third party in the presence of CVA, grain produced jointly by Guthmillers and which was, at least in part, the grain Guthmillers claimed to be selling under the contracts described below appears to have been transferred to either their mother or a limited liability company over which she is the majority owner. During conversations with Shaun Guthmiller in June, 2022, he estimated that there was 340,000 bushels of corn being held by an entity operated by his mother and Ryan Guthmiller. Upon information and belief, part or all of this grain was jointly produced by Guthmillers and was part of the grain Guthmillers sold to CVA pursuant to the contracts described below.

6. Beginning on or about July 2, 2020 and continuing through November 30, 2021, Guthmillers contracted to sell 345,000 bushels of corn to CVA through numerous written grain contracts and for which Guthmillers failed to deliver the grain as agreed upon (hereinafter the "Contracts"). For each of the Contracts, immediately following Guthmillers' request to enter into the Contracts, CVA mailed or emailed written grain contract confirmations to Guthmillers detailing the grain contracts they had entered into. Each confirmation indicated the contract number, type of crop, net bushels to be delivered, the start date of possible deliveries, the date all deliveries must be completed by and a description of the contract type. CVA mailed and/or emailed copies of the Contracts to Guthmillers

immediately following Guthmillers' request to enter into said Contracts. Guthmillers signed most of the Contracts electronically through DocuSign pursuant to the express terms of the Contracts.

7. CVA further provided Guthmillers periodic reports with grain contract summaries which identified all existing Contracts for the sale of grain that Guthmillers had entered into with CVA through the date reflected on each respective summary. Each summary listed the contract abbreviation, contract number, date that each contract was entered into, type of crop, bushels to be delivered, the pricing of the contract and delivery terms. The following language was included in each Contract that was mailed or emailed to Guthmillers: "Receipt of this confirmation of contract by Seller, without written notice to Buyer of objection within ten (10) days, shall act as an acknowledgement of the acceptance of all terms hereof and the contract shall be enforceable according to such terms."

8. Subsequent to Guthmillers entering into each of the Contracts, and subsequent to CVA sending Guthmillers written confirmation of each of said Contracts in accordance with Neb. Rev. Stat. UCC § 2-201(2)(a), Guthmillers never objected to any of the terms or contents of any of the Contracts.

9. CVA and Guthmillers periodically discussed by telephone, text message, Email and occasionally in person, the type of each of the Contracts, the number of bushels sold, the commodity sold, the contract price, how the price compared to current market conditions and the delivery period for the grain. They also discussed the total number of bushels Guthmillers sold to CVA and Guthmillers' production plans. At no time during these discussions did Guthmillers object orally or in writing to the existence or terms of the Contracts with CVA.

10. In November 2021, Guthmillers sought to amend some of the Contracts to avoid what Shaun Guthmiller described as a "trainwreck", which alerted CVA that Guthmillers may be short on grain. However, at that time Shaun Guthmiller refrained from giving CVA any specific information regarding the amount of grain Guthmillers could deliver on the Contracts. Subsequently, on or about May 13, 2022, CVA contacted Shaun Guthmiller to discuss Guthmillers' plans for delivery of grain to CVA in July 2022 pursuant to the Contracts and inquired as to whether they were planning to buyout or cancel some of the Contracts. Shaun Guthmiller's response was that he did not know how much grain he had and he wanted to further amend some of the Contracts by rolling them to a later date. CVA then requested an estimate of how much grain Guthmillers had, and Shaun Guthmiller did not respond.

11. On or about June 7, 2022, after CVA again reached out to Shaun Guthmiller, he informed CVA for the first time that he only had approximately

70,000 bushels of corn and that Guthmillers would not be able to deliver all of the 345,000 bushels of corn Guthmillers agreed to sell pursuant to the Contracts. Shaun Guthmiller also communicated that he had outstanding contracts with third party buyers for the sale of additional bushels of corn which he did not have. As of June 7, 2022, Guthmillers refused to specify which Contracts they intended to deliver under, if any, and they did not buyout or amend any of the Contracts. Shaun Guthmiller did represent to CVA on June 7, 2022 that Guthmillers would deliver a total of 50,000 bushels of corn under the Contracts without specifying which of the Contracts they would deliver under. CVA declared Guthmillers in breach of some of the Contracts as of June 7, 2022, consisting of 295,000 bushels, based upon Shaun Guthmiller's June 7, 2022 revelation to CVA that Guthmillers did not have sufficient grain to fulfill their obligations under the Contracts with CVA and that they would deliver a total of only 50,000 bushels to CVA. After the commodity markets opened on June 8, 2022, CVA cancelled some of the Contracts amounting to 295,000 bushels in an effort to mitigate its damages.

12. On or about June 16, 2022, CVA contacted Shaun Guthmiller to discuss the Contracts and Guthmillers' delivery of 50,000 bushels of grain to CVA in accordance with his June 7, 2022 representations. At that time, Shaun Guthmiller notified CVA that Guthmillers would not be delivering any grain to CVA under any of the Contracts. CVA thereafter cancelled the remaining Contracts for 50,000 bushels in an effort to mitigate its damages.

13. CVA has made repeated attempts to contact Guthmillers to determine their plan for delivering grain under the Contracts and potentially buying out of or amending those Contracts they were unable to deliver grain under. Guthmillers refused to respond to many of CVA's repeated requests for direction. As of the date of this Complaint, Guthmillers have failed to respond to CVA and have not withdrawn Shaun Guthmiller's June 16, 2022 statement to CVA that Guthmillers did not intend to deliver any grain to CVA under the Contracts.

14. Guthmillers have never raised any disputes with CVA regarding the terms of the Contracts, and repeatedly acknowledged entering into said Contracts with CVA. Upon information and belief, Guthmillers knowingly entered into the Contracts to sell grain that Guthmillers did not own, possess or have the means to acquire. In the alternative, at the time Guthmillers contracted to sell grain to CVA, they did not intend to deliver the quantity of grain specified in the Contracts.

15. Guthmillers' breach of the Contracts has resulted in damages to CVA of not less than \$1,266,537.50, as set forth in more detail below.

**FIRST CAUSE OF ACTION  
BREACH OF CONTRACT  
CONTRACT NUMBER 101795**

16. CVA hereby incorporates paragraphs 1 through 15 as though fully set forth herein.

17. On or about July 2, 2020, Guthmillers entered into Grain Contract 101795, pursuant to which, Guthmillers were obligated to deliver 10,000 bushels of U.S. grade 2 yellow corn to CVA. Guthmillers amended Contract 101795 to provide for delivery by July 31, 2022.

18. On or about June 16, 2022, Guthmillers breached Grain Contract 101795 when they informed CVA that Guthmillers would not be delivering any grain to CVA pursuant to any of the Contracts. Guthmillers failed to deliver any grain to CVA by July 31, 2020 as required by this Contract.

19. As a direct and proximate result of the actions of Guthmillers in breaching the Grain Contract 101795, dated July 2, 2020, CVA has been damaged in the amount of \$40,700.00.

**SECOND CAUSE OF ACTION  
BREACH OF CONTRACT  
CONTRACT NUMBER 102456**

20. CVA hereby incorporates paragraphs 1 through 19 as though fully set forth herein.

21. On or about November 18, 2020, Guthmillers entered into Grain Contract 102456, pursuant to which, Guthmillers were obligated to deliver 50,000 bushels of U.S. grade 2 yellow corn to CVA. Guthmillers amended Contract 102456 to provide for delivery by July 31, 2022.

22. On or about June 7, 2022, Guthmillers breached Grain Contract 102456 by failing to confirm their ability and intent to deliver the grain after repeated requests by CVA, advising CVA that Guthmillers only had 70,000 bushels of corn to fill their Contracts for the sale of 345,000 bushels of corn to CVA in addition to other contracts Guthmillers had entered into with third party buyers for the sale of additional bushels of corn, and by informing CVA Guthmillers intended to deliver a total of only 50,000 bushels of corn to CVA. Guthmillers failed to deliver any grain to CVA by July 31, 2020 as required by this Contract.

23. As a direct and proximate result of the actions of Guthmillers in breaching the Grain Contract 102456, dated November 18, 2020, CVA has been damaged in the amount of \$188,500.00.

**THIRD CAUSE OF ACTION  
BREACH OF CONTRACT  
CONTRACT NUMBER 103096**

24. CVA hereby incorporates paragraphs 1 through 23 as though fully set forth herein.

25. On or about January 11, 2021, Guthmillers entered into Grain Contract 103096, pursuant to which, Guthmillers were obligated to deliver 20,000 bushels of U.S. grade 2 yellow corn to CVA. Guthmillers amended Contract 103096 to provide for delivery by July 31, 2022.

26. On or about June 7, 2022, Guthmillers breached Grain Contract 103096 by failing to confirm their ability and intent to deliver the grain after repeated requests by CVA, advising CVA that Guthmillers only had 70,000 bushels of corn to fill their Contracts for the sale of 345,000 bushels of corn to CVA in addition to other contracts Guthmillers had entered into with third party buyers for the sale of additional bushels of corn, and by informing CVA Guthmillers intended to deliver a total of only 50,000 bushels of corn to CVA. Guthmillers failed to deliver any grain to CVA by July 31, 2020 as required by this Contract.

27. As a direct and proximate result of the actions of Guthmillers in breaching the Grain Contract 103096, dated January 11, 2021, CVA has been damaged in the amount of \$67,400.00.

**FOURTH CAUSE OF ACTION  
BREACH OF CONTRACT  
CONTRACT NUMBER 103234**

28. CVA hereby incorporates paragraphs 1 through 27 as though fully set forth herein.

29. On or about February 8, 2021, Guthmillers entered into Grain Contract 103234, pursuant to which, Guthmillers were obligated to deliver 5,000 bushels of U.S. grade 2 yellow corn to CVA. Guthmillers amended Contract 103234 to provide for delivery by July 31, 2022.

30. On or about June 16, 2022, Guthmillers breached Grain Contract 103234 when they informed CVA that they would not be delivering any grain to

CVA pursuant to any of the Contracts. Guthmillers failed to deliver any grain to CVA by July 31, 2020 as required by this Contract.

31. As a direct and proximate result of the actions of Guthmillers in breaching the Grain Contract 103234, dated February 8, 2021, CVA has been damaged in the amount of \$24,050.00.

**FIFTH CAUSE OF ACTION  
BREACH OF CONTRACT  
CONTRACT NUMBER 104592**

32. CVA hereby incorporates paragraphs 1 through 31 as though fully set forth herein.

33. On or about April 22, 2021, Guthmillers entered into Grain Contract 104592, pursuant to which, Guthmillers were obligated to deliver 10,000 bushels of U.S. grade 2 yellow corn to CVA. Guthmillers amended Contract 104592 to provide for delivery by July 31, 2022.

34. On or about June 16, 2022, Guthmillers breached Grain Contract 104592 when they informed CVA that they would not be delivering any grain to CVA pursuant to any of the Contracts. Guthmillers failed to deliver any grain to CVA by July 31, 2020 as required by this Contract.

35. As a direct and proximate result of the actions of Guthmillers in breaching the Grain Contract 104592, dated April 22, 2021, CVA has been damaged in the amount of \$43,950.00.

**SIXTH CAUSE OF ACTION  
BREACH OF CONTRACT  
CONTRACT NUMBER 104593**

36. CVA hereby incorporates paragraphs 1 through 35 as though fully set forth herein.

37. On or about April 22, 2021, Guthmillers entered into Grain Contract 104593, pursuant to which, Guthmillers were obligated to deliver 30,000 bushels of U.S. grade 2 yellow corn to CVA. Guthmillers amended Contract 104593 to provide for delivery by July 31, 2022.

38. On or about June 7, 2022 and June 16, 2022, Guthmillers breached Grain Contract 104593. Guthmillers breached part of Grain Contract 104593 on June 7, 2022, by failing to confirm their ability and intent to deliver the grain after repeated requests by CVA, advising CVA that they only had 70,000 bushels of corn

to fill their Contracts for the sale of 345,000 bushels of corn to CVA in addition to other contracts Guthmillers had entered into with third party buyers for the sale of additional bushels of corn, and by informing CVA they intended to deliver a total of only 50,000 bushels of corn to CVA. On June 16, 2022, Guthmillers breached the remaining portion of Grain Contract 104593 that was not previously canceled when they informed CVA that they would not be delivering any grain to CVA pursuant to any of the Contracts. Guthmillers failed to deliver any grain to CVA by July 31, 2020 as required by this Contract.

39. As a direct and proximate result of the actions of Guthmillers in breaching the Grain Contract 104593, dated April 22, 2021, CVA has been damaged in the amount of \$119,775.00.

**SEVENTH CAUSE OF ACTION  
BREACH OF CONTRACT  
CONTRACT NUMBER 104766**

40. CVA hereby incorporates paragraphs 1 through 39 as though fully set forth herein.

41. On or about June 1, 2021, Guthmillers entered into Grain Contract 104766, pursuant to which, Guthmillers were obligated to deliver 45,000 bushels of U.S. grade 2 yellow corn to CVA. Guthmillers amended Contract 104766 to provide for delivery by July 31, 2022.

42. On or about June 7, 2022, Guthmillers breached Grain Contract 104766 by failing to confirm their ability and intent to deliver the grain after repeated requests by CVA, advising CVA that Guthmillers only had 70,000 bushels of corn to fill their Contracts for the sale of 345,000 bushels of corn to CVA in addition to other contracts Guthmillers had entered into with third party buyers for the sale of additional bushels of corn, and by informing CVA Guthmillers intended to deliver a total of only 50,000 bushels of corn to CVA. Guthmillers failed to deliver any grain to CVA by July 31, 2020 as required by this Contract.

43. As a direct and proximate result of the actions of Guthmillers in breaching the Grain Contract 104766, dated June 1, 2021, CVA has been damaged in the amount of \$179,662.50.

**EIGHTH CAUSE OF ACTION  
BREACH OF CONTRACT  
CONTRACT NUMBER 104841**

44. CVA hereby incorporates paragraphs 1 through 43 as though fully set forth herein.

45. On or about June 22, 2021, Guthmillers entered into Grain Contract 104841, pursuant to which, Guthmillers were obligated to deliver 5,000 bushels of U.S. grade 2 yellow corn to CVA. Guthmillers amended Contract 104841 to provide for delivery by July 31, 2022.

46. On or about June 16, 2022, Guthmiller breached Grain Contract 104841 when they informed CVA that they would not be delivering any grain to CVA pursuant to any of the Contracts. Guthmillers failed to deliver any grain to CVA by July 31, 2020 as required by this Contract.

47. As a direct and proximate result of the actions of Guthmillers in breaching the Grain Contract 104841, dated June 22, 2021, CVA has been damaged in the amount of \$20,550.00.

**NINTH CAUSE OF ACTION  
BREACH OF CONTRACT  
CONTRACT NUMBER 105501**

48. CVA hereby incorporates paragraphs 1 through 47 as though fully set forth herein.

49. On or about November 30, 2021, Guthmillers entered into Grain Contract 105501, pursuant to which, Guthmillers were obligated to deliver 130,000 bushels of U.S. grade 2 yellow corn to CVA. Guthmillers amended Contract 105501 to provide for delivery by July 31, 2022.

50. On or about June 7, 2022, Guthmillers breached Grain Contract 105501 by failing to confirm their ability and intent to deliver the grain after repeated requests by CVA, advising CVA that Guthmillers only had 70,000 bushels of corn to fill their Contracts for the sale of 345,000 bushels of corn to CVA in addition to other contracts Guthmillers had entered into with third party buyers for the sale of additional bushels of corn, and by informing CVA Guthmillers intended to deliver a total of only 50,000 bushels of corn to CVA. Guthmillers failed to deliver any grain to CVA by July 31, 2020 as required by this Contract.

51. As a direct and proximate result of the actions of Guthmillers in breaching the Grain Contract 105501, dated November 30, 2021, CVA has been damaged in the amount of \$446,550.00.

**TENTH CAUSE OF ACTION  
BREACH OF CONTRACT  
CONTRACT NUMBER 105502**

52. CVA hereby incorporates paragraphs 1 through 51 as though fully set forth herein.

53. On or about November 30, 2021, Guthmillers entered into Grain Contract 105502, pursuant to which, Guthmillers were obligated to deliver 20,000 bushels of U.S. grade 2 yellow corn to CVA. Guthmillers amended Contract 105502 to provide for delivery by July 31, 2022.

54. On or about June 7, 2022, Guthmillers breached Grain Contract 105502 by failing to confirm their ability and intent to deliver the grain after repeated requests by CVA, advising CVA that Guthmillers only had 70,000 bushels of corn to fill their Contracts for the sale of 345,000 bushels of corn to CVA in addition to other contracts Guthmillers had entered into with third party buyers for the sale of additional bushels of corn, and by informing CVA Guthmillers intended to deliver a total of only 50,000 bushels of corn to CVA. Guthmillers failed to deliver any grain to CVA by July 31, 2020 as required by this Contract.

55. As a direct and proximate result of the actions of Guthmillers in breaching the Grain Contract 105502, dated November 30, 2021, CVA has been damaged in the amount of \$74,700.00.

**ELEVENTH CAUSE OF ACTION  
BREACH OF CONTRACT  
CONTRACT NUMBER 105503**

56. CVA hereby incorporates paragraphs 1 through 55 as though fully set forth herein.

57. On or about November 30, 2021, Guthmillers entered into Grain Contract 105503, pursuant to which, Guthmillers were obligated to deliver 20,000 bushels of U.S. grade 2 yellow corn to CVA. Guthmillers amended Contract 105503 to provide for delivery by July 31, 2022.

58. On or about June 7, 2022, Guthmillers breached Grain Contract 105503 by failing to confirm their ability and intent to deliver the grain after

repeated requests by CVA, advising CVA that Guthmillers only had 70,000 bushels of corn to fill their Contracts for the sale of 345,000 bushels of corn to CVA in addition to other contracts Guthmillers had entered into with third party buyers for the sale of additional bushels of corn, and by informing CVA Guthmillers intended to deliver a total of only 50,000 bushels of corn to CVA. Guthmillers failed to deliver any grain to CVA by July 31, 2020 as required by this Contract.

59. As a direct and proximate result of the actions of Guthmillers in breaching the Grain Contract 105503, dated November 30, 2021, CVA has been damaged in the amount of \$60,700.00.

**TWELVTH CAUSE OF ACTION  
PROMISSORY ESTOPPEL**

60. CVA hereby incorporates paragraphs 1 through 59 as though fully set forth herein.

61. With regard to each Breach of Contract Causes of Action set forth above, Guthmillers clearly promised or otherwise orally represented to CVA that Guthmillers would deliver the respective amount of grain by each respective date as referenced in Paragraphs 1 through 59.

62. Guthmillers intentionally induced CVA to rely on their promise or oral representation that they would deliver the respective amount of grain by each respective date as referenced in Paragraphs 1 through 59.

63. In reliance upon Guthmillers' inducement, CVA entered into hedge transactions on the Chicago Board of Trade to hedge its risk of price fluctuation for all the grain purchased from Guthmillers until such time as the grain was to be delivered.

64. On June 7, 2022 and June 16, 2022, Guthmillers informed CVA that they would not deliver the respective amount of grain by each respective date as referenced in Paragraphs 1 through 59. As a direct and proximate result of Guthmillers' inability or refusal to deliver grain as promised, CVA has been damaged in the amount of \$1,266,537.50.

**THIRTEENTH CAUSE OF ACTION  
FRAUDULENT MISREPRESENTATION**

65. CVA hereby incorporates paragraphs 1 through 64 as though fully set forth herein.

66. With regard to each Breach of Contract Cause of Action set forth above, Guthmillers clearly promised or otherwise orally represented to CVA that Guthmillers would deliver the respective amount of grain by each respective date as referenced in Paragraphs 1 through 59.

67. At the time of entering into each of the Contracts, Guthmillers represented that they had the grain to fully perform under said Contracts. Pursuant to the written terms of each of the Contracts, Guthmillers guaranteed that they were the owners and had title to the grain sold under the Contracts. Upon information and belief, at the time they entered into the Contracts or at the time they amended the Contracts for a later delivery month, Guthmillers did not own sufficient grain or have access to the amount of grain set forth in the Contracts. On or about June 7, 2022, Guthmillers admitted they did not have sufficient grain to fulfil the Contracts with CVA and contracts with other third party buyers. On or about June 16, 2022, Guthmillers informed CVA they would not be delivering any grain to CVA as required by the Contracts, and subsequently failed to deliver any of the grain they contracted to deliver pursuant to the Contracts.

68. With regard to each Breach of Contract Cause of Action set forth above, each representation that Guthmillers made was false and known to be false by Guthmillers or was made recklessly without knowledge of its truth and as a positive assertion by Guthmillers.

69. With regard to each Breach of Contract Cause of Action set forth above, each representation was made with the intention by Guthmillers that CVA would rely on said representations.

70. In reliance upon Guthmillers' fraudulent representations, CVA entered into hedge transactions on the Chicago Board of Trade to hedge its risk of price fluctuation for all the grain purchased from Guthmillers until such time as the grain was to be delivered.

71. As a direct and proximate result of Guthmillers' fraudulent representations, CVA has been unjustly damaged in an amount not less than \$1,266,537.50.

WHEREFORE, CVA prays for an Order of the Court entering judgment against Guthmillers, jointly and severally, and in favor of CVA in the amount of \$1,266,537.50, plus incidental and consequential damages, the costs of this litigation and prejudgment and post-judgment interest, as well as such other and further relief to which CVA may be entitled.

CENTRAL VALLEY AG  
COOPERATIVE, a Nebraska  
Cooperative Corporation, Plaintiff,

BY: CROSBY GUENZEL LLP  
Its Attorneys  
Federal Trust Building  
134 S. 13th Street, Suite 400  
Lincoln, Nebraska 68508  
Telephone (402) 434-7300

By /s/Thomas E. Jeffers  
Thomas E. Jeffers (22179)  
One of Said Attorneys

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true and correct copy of the foregoing Amended Complaint was served by US Mail to Defendant Shaun Guthmiller on August 9, 2022, at the following address:

Shaun Guthmiller  
1700 John St  
Yankton, SD 57078-2524

By /s/ Thomas E. Jeffers  
Thomas E. Jeffers (#22179)

## Certificate of Service

I hereby certify that on Wednesday, August 10, 2022 I provided a true and correct copy of the Amended Complaint to the following:

Guthmiller,Shaun, service method: First Class Mail

Signature: /s/ Thomas Jeffers (Bar Number: 22179)